

Equipment Rental Agreement and Rental Policy

1. Agreement

This Equipment Rental Agreement ("Agreement") is entered into between **CCE Rentals** ("Owner") and the customer identified on the rental invoice or agreement ("Renter"). By signing this Agreement or taking possession of the equipment, the Renter agrees to all terms and conditions outlined below.

2. Rental Equipment

The Owner agrees to rent the equipment listed on the rental invoice or agreement, including any accessories, attachments, or components.

The equipment shall remain the sole property of the Owner at all times.

3. Rental Period

The rental period begins on the date and time the equipment is picked up or delivered and ends when the equipment is returned and inspected by the Owner.

Additional rental charges will apply for late returns unless prior arrangements have been approved.

4. Rental Rates and Payment

- Rental fees are due before or at the time of pickup unless otherwise agreed in writing.
- A security deposit may be required. The Owner reserves the right to charge the payment method on file for unpaid rental fees, damages, cleaning fees, fuel charges, late fees, or replacement costs.
- Taxes and applicable fees will be added where required.

5. Security Deposit

Any required security deposit will be refunded after the equipment has been returned, inspected, and determined to be in the same condition as when rented, excluding normal wear and tear.

The Owner may deduct from the security deposit any unpaid charges or repair costs.

6. Customer Responsibilities

The Renter agrees to:

- Operate the equipment safely and only for its intended purpose.
- Follow all manufacturer operating instructions.
- Use only qualified and competent operators.
- Keep the equipment secure while in their possession.
- Inspect the equipment before use and immediately report any defects or concerns.
- Return the equipment clean and in the same condition received, except for normal wear.

7. Prohibited Uses

The equipment shall not be:

- Used for any illegal purpose.
- Operated by anyone under the influence of alcohol or drugs.
- Used in a reckless or unsafe manner.
- Modified, altered, or repaired without written authorization.
- Subleased or loaned to another party without written permission from the Owner.

8. Damage, Loss, or Theft

The Renter assumes responsibility for the equipment during the rental period.

The Renter agrees to pay for:

- Damage beyond normal wear and tear.
- Lost or stolen equipment.
- Missing accessories, attachments, manuals, or keys.
- Repair costs resulting from misuse or negligence.
- Replacement costs if equipment cannot be repaired.

If equipment is stolen, the Renter must notify the Owner immediately and file a police report where applicable.

9. Maintenance and Breakdowns

The Owner is responsible for routine maintenance prior to rental.

If the equipment experiences a mechanical failure during normal operation, the Renter shall stop using it immediately and notify the Owner.

The Renter shall not attempt repairs unless authorized.

Damage caused by misuse, abuse, or improper operation remains the responsibility of the Renter.

10. Fuel and Cleaning

Unless otherwise agreed:

- Equipment shall be returned with the same fuel level as when rented.
- Equipment must be reasonably clean.
- Cleaning or refueling charges may apply if returned otherwise.

11. Late Returns

Equipment returned after the agreed return time may incur additional rental charges at the standard daily or hourly rate.

Failure to return equipment may result in collection action and replacement charges where permitted by law.

12. Inspection

The Owner reserves the right to inspect the equipment upon return.

Any damage discovered after inspection may be billed to the Renter.

13. Limitation of Liability

The Owner is not responsible for:

- Injury to persons using the equipment.
- Damage to property.
- Lost profits.
- Project delays.
- Indirect or consequential damages arising from equipment use.

The Renter accepts all risks associated with operation of the equipment.

14. Indemnification

The Renter agrees to indemnify and hold harmless the Owner from any claims, damages, injuries, losses, liabilities, and expenses arising from the Renter's use, possession, transportation, or operation of the equipment, except where prohibited by applicable law.

15. Insurance

The Owner may require proof of insurance for certain equipment.

The Renter is responsible for any deductibles or uninsured losses during the rental period. **16. Default**

The Owner may terminate the rental immediately if:

- Payment is not made.
- The equipment is misused.
- The Agreement is violated.
- The equipment is believed to be at risk of damage or loss.

The Owner reserves the right to recover its equipment without prior notice where permitted by law.

17. Governing Law

This Agreement shall be governed by the laws of the Province of Ontario and the applicable laws of Canada.

18. Entire Agreement

This document, together with the rental invoice and any signed addenda, constitutes the entire agreement between the parties.

Any amendments must be made in writing.

Customer Acknowledgement

I acknowledge that I have read, understood, and agree to the terms and conditions of this Equipment Rental Agreement.